SIA Members

Bluestem Telephone Company

Blue Valley Telephone Company

Council Grove Telephone Company

Craw-Kan Telephone Cooperative, Inc.

Elkhart Telephone Company, Inc.

Golden Belt Telephone Assn., Inc.

Haviland Telephone Company, Inc.

JBN Telephone Company, Inc.

KanOkla Telephone Association, Inc.

Madison Telephone Company, Inc.

MoKan Dial, Inc.

Mutual Telephone Company

Peoples Telecommunications, Inc.

Pioneer Telephone Assn., Inc.

Rainbow Telephone Co-Op Assn., Inc.

Rural Telephone Service Company, Inc.

S & A Telephone Company

S & T Telephone Coop Assn., Inc.

Southern Kansas Telephone Company, Inc.

Sunflower Telephone Company, Inc.

The Tri-County Telephone Association, Inc.

United Telephone Association, Inc.

Wheat State Telephone, Inc.

ITG Members

Columbus Telephone Co., Inc.

Cunningham Telephone Co., Inc.

Gorham Telephone Company, Inc.

H&B Communications, Inc.

Home Telephone Co., Inc.

LaHarpe Telephone Co., Inc.

Moundridge Telephone Co., Inc.

South Central Telephone Assn., Inc.

South Central Telec. of Kiowa, Inc.

Totah Telephone Co., Inc.

Twin Valley Telephone, Inc.

Wamego Telephone Co., Inc.

Wilson Telephone Co., Inc.

Zenda Telephone Co., Inc.

WWC Holding Co., Inc., d/b/a CellularOne

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Kansas Corporation Commission
Kansas Universal Service Offernig
Page 1

STATE CORPORATION COMMISSION

BASIC UNIVERSAL SERVICE OFFERING

JUL 2 4 2000

OF WWC HOLDING CO., INC., d/b/a CellularOne

Ady S. Celyan Docket Room

The following contains a detailed description of WWC Holding Co., Inc.'s ("Company") basic universal service offering in Kansas. This description relates only to the Company's wireless universal service offering and in no way relates to the Company's other service offerings.

A. <u>COMPANY'S BASIC UNIVERSAL SERVICE OFFERING</u>

Company's Basic Universal Service Offering ("BUS Offering") Includes the Following Services Required under 47 C.F.R. § 54.101(a) and K.S.A. 66-1,187(p):

- Access to Public Switched Telephone Network, Single-Party Service and Local Usage Company's service is a single-party service that includes access to the public switched telephone network and unlimited local usage that allows customers to originate and terminate calls within the applicable Local Calling Area as set forth below.
- 2. The Company's BUS Offering Will Provide the Functional Equivalent of Dual Tone Multi-Frequency ("DTMF") Sianaling. DTMF is a method of call signaling that facilitates the transportation of call set-up and call detail information.
- 3. Access to Emergency Service. Customers of the Company's BUS Offering will be able to reach a public safety answering point by dialing "9 11."
- 4. Access to Long, Distance Service. As part of the Company's BUS Offering, customers will have access to long distance service that allows for the origination of calls completed outside of the applicable Local Calling Area. These calls are billed as long distance calls as set forth herein. A customer may also access a specific long distance carrier by dialing that carrier's access number.
- 5. <u>Access to Director-v Assistance</u>. The Company's BUS Offering includes Directory Assistance, which provides customers with access to information contained in directory listings.
- 6. Access to Operator Services. Customers will have access to live' or automatic operator assistance for the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

- 7. <u>Toll Blocking</u>. Customers may choose to have the Company block all attempted domestic and/or international toll calls originating from the customer's phone. This option can be exercised by making such a request to the Company.
- 8. <u>Lifeline and Link-Up Services</u>. Certain low income consumers pay reduced connect charges and monthly fees by virtue of the Federal Link-Up and Lifeline programs. Customers may contact the Company for more information.
- 9. <u>Hearing Impaired.</u> The Company will make available services for the hearing impaired. Customers may contact the Company for more information.

B. <u>ADDITIONAL SERVICES WHICH MAY BE ADDED TO A BASIC UNIVERSAL SERVICE OFFERING</u>

- 1. Voice Mail
- 2. Call Waiting
- 3. Call Forwarding
- 4. Three-way Conference Calling

C. THE PRICING FOR COMPANY'S UNIVERSAL SERVICE OFFERING

- 1. The charge for the Company's BUS Offering, excluding taxes and governmental assessments, is \$14.99 per month. There is a \$15.00 activation charge, and a \$30.00 charge for the installation of the customer premises equipment.
- 2. The Company will require a deposit in an amount based on the customer's credit rating.
- 3. Long distance calls are charged at \$. 10 per minute for calls made within the United States, and \$.25 per minute for calls to Canada. Other international calling is available at the request of the customer.
- 4. The charge for voice mail is \$4.95 per month.
- 5. The charge for call waiting is \$2.00 per month.
- 6. The charge for call forwarding is \$2.00 per month.
- 7. The charge for three-way conference calling is \$2.00 per month.

- 8. The charge for the set of features including call waiting, call forwarding, and three-way conference calling is \$5.00 per month.
- 9. The charge for Directory Assistance is \$.25 per listing.
- 10. Federal and state universal service assessments are imposed separately in an amount that is a percentage of the customer's bill.
- 11. Other governmental taxes and assessments imposed by law.

D. THE AREAS IN WHICH THE COMPANY'S UNIVERSAL SERVICE OFFERINGS ARE AVAILABLE, AND THE CORRESPONDING LOCAL CALLING AREAS

The Company's BUS Offering is available to customers within the exchanges set forth on Exhibit A hereto, which also indicates the incumbent local exchange carrier in each exchange. With the exception of the Alta Vista exchange in Sprint/United's study area, customers in the exchanges set forth on Exhibit A will have a Local Calling Area that includes the entire county in which they reside, and includes the entire exchange of any exchange that falls partially within the county of residence. The Local Calling Area also includes additional exchanges if such exchanges are part of an Extended Area Service available to any customer in the county. The Local Calling Area for the Alta Vista exchange in Sprint/United's study area is shown on Exhibit B hereto.



List of Kansas Rural Telephone Company Exchanges Western Wireless Basic Universal Service Offering

Name of Rural Telephone Company	Names of Exchanges		
BLUE VALLEY TEL CO INC	AXTELL		
	BEATTIE		
	CENTRALIA		
	HOME		
	LINN		
	OKETO		
	PALMER		
	SUMMERFIELD		
	VERMILLION		
	WEATON		
BLUESTEM TELEPHONE COMPANY	AMERICUS		
	CEDAR POINT		
	SAFFORDVILLE		
COUNCIL GROVE TEL CO	COUNCIL GROVE		
GREAT PLAINS COMMUNICATIONS INC	SOUTH BYRO		
H & B COMMUNICATIONS INC	BUSHTON		
·	DORRANCE		
LIGHT TEL OO ILLO	HOLYROOD		
HOME TEL CO INC	ASSARIA		
	GALVA		
<i>'</i>	GENESEO		
	ROXBURY		
LE HARPE TEL CO INC	SALEMSBORG		
MADISON TEL CO INC	LA HARPE		
MADISON TEL CO INC	LAMONT		
MO-KAN DIAL INC -KS	MADISON HILLSDALE		
MO-RAN DIAL INC -RS	LOUISBURG		
·	RANTOUL		
MOUNDRIDGE TEL CO			
MUTUAL TEL CO	MOUNDRIDGE LITTLE RIVER		
PEOPLES MUTUAL TEL CO	_ 		
SPRINT/UNITED	LA CYGNE ABBYVILLE		
SPRINT/ONITED			
	ALDEN ALMA		
	ALTA VISTA (see attached LCA)		
	ARLINGTON		
	AURORA		
	1		
	BELLE PLAIN		
	BLUE MOUND		
	BUCYRUS		

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List of Kansas Rural Telephone Company Exchanges Western Wireless Basic Universal Service Offering

COOLITINATED (COLITY)	DUEENIO			
SPRINT/UNITED (CONT.)	BUFFALO BUHLER			
	i i			
	BURLINGAME			
	BURR OAK			
	BURRTON			
	BURLINGTON			
	CENTROPOLIS			
	CLIFTON			
	CLYDE			
	CONWAY			
	COURTLAND			
	COYVILLE			
	CUNNINGHAM			
	DELPHOS			
	DURHAM			
	EBSON			
	EMMETT			
	ESKRIDGE			
	FALL RIVER			
	FONTANA			
	1			
	GLASCO			
	GARNETT			
	GREELEY			
	GREEN			
	GRIDLEY			
	HILLSBORO			
	HARVEYVILLE			
	HAVEN			
	HESSTON			
	INMAN			
	IONIA			
	KINCAID			
	LANE			
	LANGDON			
	LEBO			
	LEHIGH			
	LEROY			
	LONGFORD			
	LEONARDVILLE			
	1			
	LURAY			
	MAPLETON			
	MILFORD			
	MELVERN			
	MORAN			

List of Kansas Rural Telephone Company Exchanges Western Wireless Basic Universal Service Offering

SPRINT/UNITED (CONT.)	MOUND CITY
OF KINATION TED (CONT.)	MORGANVILLE
	MURDOCK
	NEOSHO FALLS
1	OLSBURG
	ONAGA
	OSAGE CITY
	OSAWATOMIE
	OXFORD
	PARKER
	PARTRIDGE
	PIQUA
	POMONA
	PRINCETON
	PRETTY PRAIRIE
	QUENEMO
	QUINCY
	REPUBLIC
	RICHMOND
	RILEY
	ROSSVILLE
	SAINT MARY
	STERLING
i	SYLVIA
	TORONTO
	WAKEFIELD
	WALTON
	WEBBER
	WELLSVILLE
	WESTMORELAND
	WESTPHALIA
	WAVERLY
	WINDOM
TRI-COUNTY TEL ASSN INC	BUCKEYE
	CARLTON
	DELAVAN
	DUNLAP
1	DWIGHT
	HOPE
	LINCOLNVILLE
	LOST SPRING
	NAVARRE
	RAMONA
	WOODBINE
	TTOODITE

3

List of Kansas Rural Telephone Company Exchanges Western Wireless Basic Universal Service Offering

TRI-COUNTY TEL ASSN INC (CONT.)	WHITE CITY
	WILSEY
TWIN VALLEY TEL INC	BENNINGTON
	BARNARD
	BEVERLY
	GREENLEAF
	MILTONVALE
	TESCOTT
WAMEGO TEL CO INC	PAXICO
	SAINT GEORGE
	WAMEGO
WILSON TEL CO INC	BROOKVILLE
	DENMARK
	HUNTER
	LUCAS
	SYLVAN GROVE
	TIPTON
	WILSON
ZENDA TEL CO INC	ZENDA

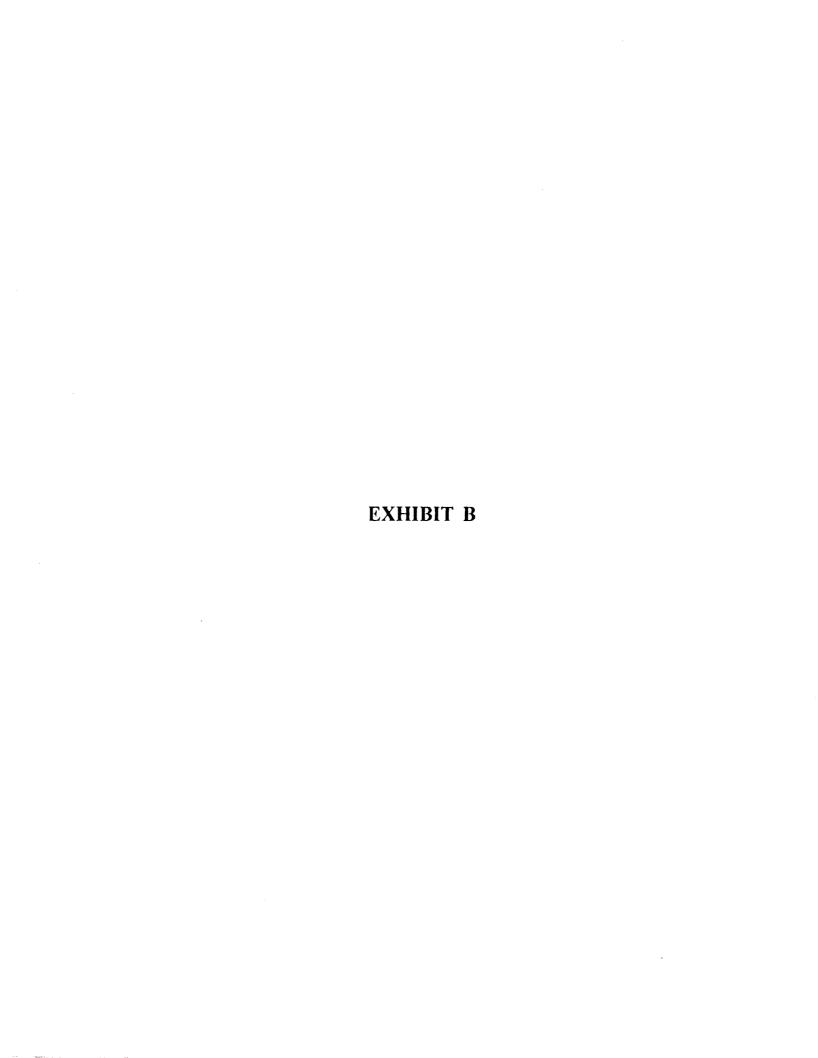
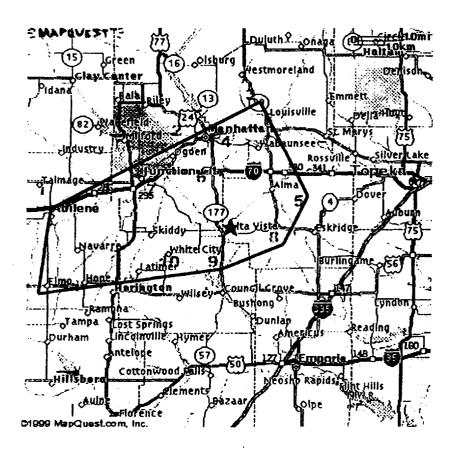
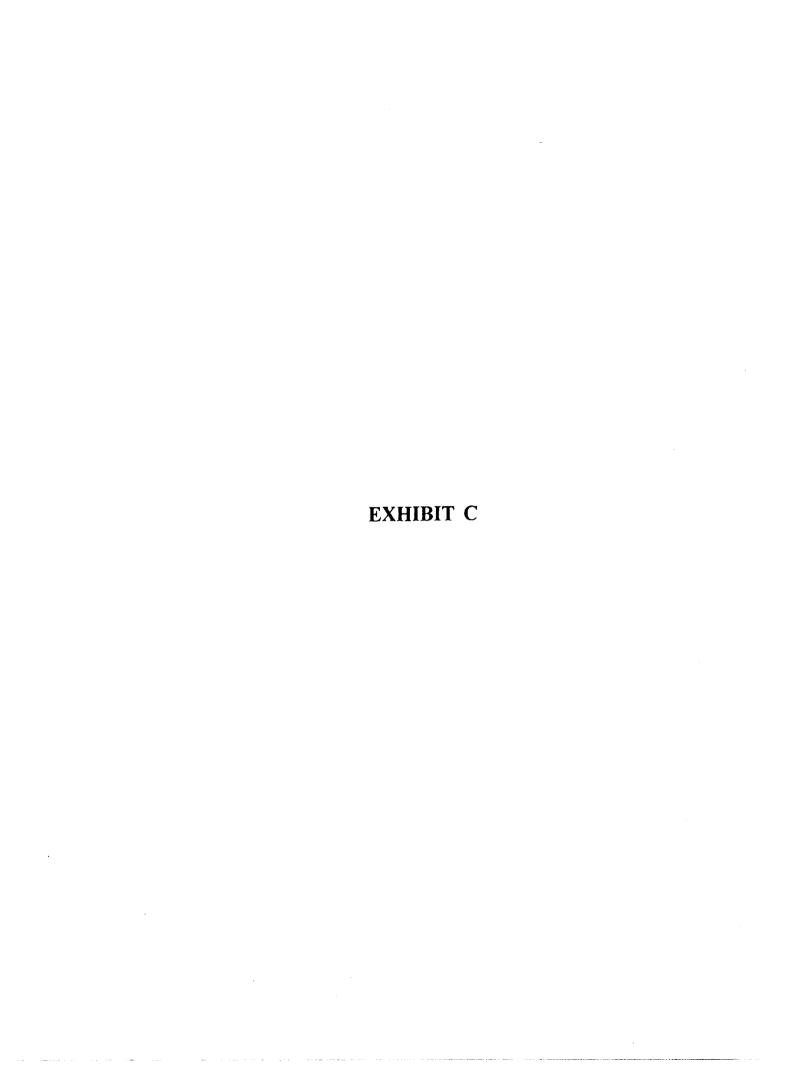


Exhibit B
Alta Vista Local Calling Area
Basic Universal Service Offering
Western Wireless



ALTA VISTA Local Calling Area				
# CITIES	NPANXXs			
1 / Additions	785-200	785-499		
2 Manhattan	785-223	785-532		
3 St. George	785-238	785-537		
4 Wamego	785-239	785-539		
5 Alma	785-240	785-556		
6 Fort Riley	785-258	785-558		
7 Junction City	785-263	785-565		
8 Eskridge	785-313	785-587		
9 Council Grove	785-341	785-761		
10 Dwight	785-395	785-762		
11 Herringfon	785-449	785-765		
t, Alta Vista	785-456	785-767		
	785-458	785-770		
	785-482	785-784		
	785-494	785-923		



WESTERN WIRELESS CORPORATION

UNIVERSAL SERVICE OFFERINGS

TERMS AND CONDITIONS

SERVICE AGREEMENT

WESTERN WIRELESS CORPORATION UNIVERSAL SERVICE OFFERINGS

TERMS AND CONDITIONS

Western Wireless Corporation's (the "Company") Universal Service offerings meet all applicable state and federal requirements and are consistent with the purposes and intent of the Telecommunications Act of 1996, the implementing regulations of the Federal Communications Commission ("FCC"), and applicable rules and orders of the State Corporation Commission of the State of Kansas (the "Commission"). The Company's Universal Service offerings include, at a minimum, the following services required under 47 C.F.R. § 54.101(a): voice-grade access to the public switched telephone network; local usage; dual tone multi-frequency signaling or its functional equivalent; single-party service or its functional equivalent; access to emergency services; access to operator services; access to interexchange service; access to directory assistance; and toll limitation for qualifying low-income consumers. Additionally, the Company will evaluate the telecommunication needs of consumers and may include additional services and features within its Universal Service offerings.

This Service Agreement (the "Agreement") is made between the Company and the Customer and consists of the Customer Preference Page and these Terms and Conditions set forth herein, including all valid amendments hereto.

SECTION 1 - COMPANY RESPONSIBILITIES

1.1 Services -- General

- 1.1.1 The Company provides wireless local and long distance telecommunications services to Customers for voice, data and other types of telecommunications capable of transmission over Company's cellular network. When using wireless local loop equipment at Customer's premises in accordance with Company's instructions, transmission will be at adequate volume levels and free of excessive distortion.
- 1.1.2 The Company provides cellular radio telecommunications services in accordance with applicable law and, for purposes of universal service, the Terms and Conditions set forth herein.
- 1.1.3 The Company's local calling area may be different from the local calling area of the incumbent local exchange carrier and is set forth on the Customer Preference Page.
- 1.1.4 The Company's services are provided on a monthly basis, unless otherwise stated herein. Services are available twenty-four (24) hours per day, seven (7) days per week. Company will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such

emergencies in order to prevent or minimize interruptions or impairment of telecommunications service.

1.2 Service Offerings

The Company offers local telecommunication services as well as long distance services. The Customer's use of the Company's service is charged at the applicable rates set forth on the Customer Preference Page.

The following services are available from the Company:

1.2.1 Access to Public Telephone Network and Local Usage

The Company's service includes access to the public switched telephone network and local usage that allows Customer to originate and terminate calls within the local calling area described on the Customer Preference Page without incurring toll charges. Except as otherwise set forth on the Customer Preference Page, the service allows for unlimited local calling for a flat-rated monthly charge.

1.2.2 Access to Emergency Services

The Customer can reach an emergency dispatch, or public safety answering point ("PSAP"), by dialing "9 11." Upon dialing "911", the Customer's emergency call will be routed to the appropriate PSAP.

1.2.3 Access to Long Distance Service

The Company's long distance service is a switched long distance telephone service that allows for the origination of calls to be terminated outside of the local calling area. The calls will be billed as set forth on the Customer Preference Page. If a Customer accesses a specific long distance provider's service by dialing that carrier's local access number, that call will be billed as a local call as set forth on the Customer Preference Page.

1.2.4 Access to Directory Assistance

Directory assistance provides Customers with access to information contained in directory listings.

1.2.5 Access to Operator Services

Customer will have access to live or automatic operator assistance for the placement and billing of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

1.2.6 Toll Limitation, Lifeline and Link-Up Services

Certain low-income consumers are eligible to pay reduced connect charges and monthly fees under the Federal Link-Up and Lifeline programs. Customer will contact the Company for more information on eligibility criteria. Any Customer who is enrolled in Lifeline can choose to have Company block all attempted toll calls originating from Customer's phone,

Upon verification of eligibility, this option can be exercised by making such an indication on the Customer Preference Page, or by making such a request to Customer Care.

1.3 <u>Customer Service Policies</u>

- 1.3.1. Customer Care service personnel will be available 24 hours per day, 7 days per week. Customer Care can be reached by dialing 611 on Company's network, or by dialing 1-800-635-0304 from another network. A Customer can also speak with Company representatives located at its retail store outlets, who can provide information relating to services and rates, accept and process applications for service, explain charges on Customers' bills, adjust charges made in error, and generally act as the Company's representatives. Customers may also send written questions, complaints, or disputes to the Company at Western Wireless Corporation, 3650 13 1st Avenue Southeast, Suite 400, Bellevue, Washington 98006.
- 1.3.2. Customer Care service personnel will attempt to answer any questions a Customer has, and will strive to resolve complaints or disputes during the initial Customer call. If a complaint or dispute is not resolved on the initial customer call, the Company will, at the request of the Customer, investigate the matter further. In such cake, the Company will respond to the Customer by telephone or in writing within seven (7) business days of the initial call and at least once every 14 calendar days thereafter, and advise the Customer regarding the status of its investigation until the complaint is mutually resolved or the Company advises the Customer of the results of its investigation and final disposition of the matter. If the Company requests that information relating to the complaint or dispute be provided by the Customer, the Company will take no further action unless and until the Customer responds to such request.

1.4 <u>Limitations of Service</u>

- 1.4.1 Service is offered subject to the availability of facilities and the provisions contained herein.
- 1.4.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other users of Company's network.
- 1.4.3 The use of the Company's services without payment for service, or an attempt to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 1.4.4 The use of the Company's services to make calls that might reasonably be expected to frighten, abuse, torment, or harass another person is prohibited.

1.5 <u>Limitations of Liability</u>

1.5.1 Because the Company has no control of the content of communications transmitted over its network, and because of the possibility of errors incident to the provision and use of its services, services furnished by the Company are subject to the terms, conditions and limitations specified herein.

- 1.5.2 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been disconnected, to a refund of the amount erroneously billed.
- 1.5.3 The Customer agrees, except where the events, incidents or eventualities set forth in this section are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others.
- 1.5.4 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide services to Customer.
- 1.5.5 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 1.5.6 The Company makes no express representations or warranties regarding the services or equipment provided, except as set forth herein, and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and Customer should not rely on any such warranty.

1.6 Interruptions of Service

1.6.1 General

- 1.6.1.1 Service is interrupted when it becomes unusable to the Customer or when the Customer is unable to transmit or receive calls due to the failure of a component of the network furnished by the Company under these Terms and Conditions.
- 1.6.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 1.6.1.3 If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

1.6.2 Reestablishing Service

Company will make all reasonable efforts to prevent interruptions of service and, when interruptions do occur, reestablish service with the shortest possible delay. Company will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Company's employees. In almost all cases, Company will be able to reestablish service within 24 hours. If unusual repairs are required, or other

factors will prevent the prompt reestablishment of service, the Company will make reasonable efforts to contact Customer.

1.6.3 Network Maintenance

The Company will provide Customer with advance notice of any network unavailability due to regularly scheduled maintenance.

1.6.4 Application of Credits for Interrupted Services

In the event a Customer's service is interrupted and remains out of order for 24 hours after being reported to the Company, adjustments will be made to Customer's monthly bill based on the pro rata part of any charge due and payable from Customer. A refund will be accomplished by a credit on a subsequent bill, or if service has been terminated, by refund check issued to Customer. If service is restored on or before the day after it is reported, no allowance will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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1.6.5 <u>Limitations on Allowances</u>

No credit allowance will be made for any interruption of service due to the failure of power, equipment, systems or services not provided by the Company; during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption; during any period in which the Customer continues to use the service on an impaired basis; during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or that was not reported to the Company within thirty (30) days of the date that service was affected.

1.6.6 Record Keeping

Company will keep records of all Customer reports of interrupted service, including the time, date, and nature of the report, and action taken by the Company to clear the interruption, and the date and time that service was restored.

SECTION 2 – CUSTOMER RESPONSIBILITIES

- 2.1 The Customer is responsible for placing any necessary orders, complying with the terms and conditions specified herein and assuring that all users of the services provided by Company comply with the same. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another user. The Customer also is responsible for the payment of charges for all calls originated at the Customer's telephone number which are not collect, third party, calling card, or credit card calls.
- 2.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf, except as noted on the Customer Preference Page.

- 2.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer or others.
- 2.6 The Customer indemnifies the Company for the theft of any Company equipment or facilities installed at the Customer's premises.

SECTION 3 – TERMINATION OF SERVICE

- 3.1 Customer may terminate service, with or without cause, by giving the Company three days' notice. Service will be disconnected on the requested termination day, and customer will not be responsible for services rendered after that day.
- 3.2 Company may terminate service, after at least seven (7) days from the mailing of notice to the Customer, for failure of the Customer to pay a bill when due (except a delinquent balance less than or equal to Customer's monthly rate for basic local service that has been due for less than three months), for failure of the Customer to permit the Company to have reasonable access to its equipment, or for failure of the Customer to otherwise adhere to these Terms and Conditions. The notice provided to Customer will state the reasons for and the date of scheduled discontinuance of service; actions that Customer may take to avoid discontinuance of service; and a statement of Customer's rights and responsibilities under existing state law and rules.
- 3.3 The Company may terminate service without notice in the event of any of the following occurrences: hazardous or unsafe conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment, network or service to others; Customer intentionally using the service in a manner that causes wrongful billing charges to another person; Customer intentionally using the service to transmit messages or to locate a person to give or obtain information without payment of appropriate charges; Customer's use of the service with fraudulent intent by impersonating someone else; use of the service for unlawful purposes; abandonment of the service; Customer tampering with the Company's equipment; Customer's provision of false information in applying for Company's service; or the Customer's unauthorized or illegal use of the Company's service or equipment. The Company may also terminate service when necessary to comply with any order or request of any governmental authority.
- 3.4 Failure to pay for service not reflected on the Customer Preference Page is not sufficient cause for termination of service.

SECTION 4 - RATES AND CHARGES

4.1 Payment of Charges

- 4.1.1 The Customer is responsible for payment of all charges for service furnished to the Customer, and for all charges incurred to the Customer's telephone number regardless of which party terminates the service.
- 4.1.2 The Company will provide bills to Customer that are typed or machine-printed, and which contain an itemized listing of all charges and the period of time covered by the billing.
- 4.1.3 The Company reserves the right to assess late payment charges for a Customer whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within 15 days after the due date indicated on the billing statement may be subject to a late fee of 1.5% of the total of the bill. At the end of the initial subsequent billing period, an additional charge of 1.5% of any remaining unpaid amount may be assessed on the Customer. Thereafter, a further additional charge of 2% of any portion of the original unpaid amount may be assessed.
- 4.1.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length. Customer will have at least 20 days from the bill date to pay the new balance.
- 4.1.5 Customers must notify the Company either verbally or in writing of any disputed charges, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter. If after such investigation, Company determines amounts to be due, those amounts are immediately due and payable.

4.2 Deposits

The Company may collect a deposit for Company-provided equipment used by Customer. Any deposit required of Customer shall bear a reasonable relationship to the value of the equipment. Customer deposits will not be based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria that does not bear a reasonable relationship to the assurance of payment. Interest will be paid on all Customer deposits at the rate of three percent (3%) per year, payable from the date of deposit to the date of refund. Upon termination of service and the return of any equipment, the Company will return any deposit, plus interest, to the last address provided by Customer, within 45 days of termination of service. The Company reserves the right to apply any deposit to any charges then past due.

4.3 Contested Charges

All bills are presumed accurate and shall be binding on the Customer unless the Company receives objection. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion of any bill and any subsequent bills must be paid on a timely basis or the service may be subject to disconnect. If it is determined that any amount previously paid was incorrectly billed, Company will reduce Customer's subsequent bill accordingly, or, at the request of the Customer, will issue a refund.

4.4 Taxes

State and local sales, use and similar taxes and governmental assessments, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for telecommunications services listed on the Customer Preference Page.

4.5 Start of Billing

For billing purposes, the start of service is the day shown on the Customer Preference Page, or the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation, or any portion of the last day after receipt by the Company of notification of cancellation as described in paragraphs 3.1 through 3.4 of this Agreement.

4.6 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

4.7 Bad Check Charge

If payment for services is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a \$20.00 service charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

4.8 Reconnect Charge

If service has been discontinued for proper cause, the Company will charge a fee of \$30.00 to

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4.9 Discounts for Hearing and Speech Impaired Customers

Directory Assistance services for hearing or speech impaired Customers are provided by the Company or a designated carrier. No charge shall be assessed upon any person who suffers from a physical or visual impairment that precludes such a person from using a telephone directory.

SECTION 5 - ADDITIONAL TERMS

5.1 Amendment of this Agreement

Company will provide Customer with 14 days' written notice of any amendments to this Agreement. By use of the service on or after the effective date of the Amendment, Customer acknowledges acceptance of all such amendments. Customer may add or delete services reflected on the Customer Preference Page by giving the Company verbal or written notice of the intent to do so.

5.2 Assignment

Customer may not sell, assign, or transfer rights and obligations contained in this Agreement without the consent of the Company, which may be withheld at its sole discretion.

5.3 Notices

All written notices required or allowed under this Agreement shall be given to Company at the following address: Western Wireless Corporation, 3650 131st Avenue S.E., Suite 400, Bellevue, WA 98006. All written notices required or allowed under this Agreement shall be given to Customer at the billing address listed on the Customer Preference Page.

5.4 Entire Agreement

This Agreement contains the entire Agreement between Company and Customer and supersedes and cancels all prior understandings, agreements, contracts or arrangements between them concerning the subject matter hereof. No statements or representations not included herein shall not be binding upon the parties.

5.5 Governing Law

This Agreement shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Kansas.

5.6 Waiver

Failure by either party to strictly enforce any provision of this Agreement shall not be construed as a waiver thereof, or as excusing the other party from future performance.

5.7 Savings Clause

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, such provision shall be deemed not to be a part of this Agreement, except in the case of a state or local prohibition, in which event it shall be eliminated only for such state or locality, but no such elimination shall invalidate any other provision.



CELLULRARONE I CE OFFERINGS

Please charge my monthly Western Wireless calls to: American Express MasterCard Ovisa

IMPORTANT:

Please include
CARD EXPIRATION DATE

PROVIDED BY WESTERN WIRELESS CORPORATION

By signing, I authorize Western Wireless to debit the above credit card for all my future Western Wireless charges in accordance with the Terms, Conditions and Service Quality Standards attached hereto. All information provided is for billing verification purposes only.

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